



Order Filed on August 25, 2022
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

Inez M. Markovich, Esq.
MCCARTER & ENGLISH, LLP
1600 Market Street, Suite 3900
Philadelphia, PA 19103
Telephone (215) 979-3854
Facsimile (215) 988-4319
Email: imarkovich@mccarter.com

Counsel for National Financial Solutions, LLC

In re:

LORI KIM ANDREWS JONES
A/K/A LORI-KIM ANDREWS,
A/K/A LORI-KIM VICTA,

Debtor.

Chapter 13

Case No. 21-16020 (ABA)

**CONSENT ORDER RESOLVING THE LIMITED OBJECTION AND RESERVATION OF
RIGHTS OF NATIONAL FINANCIAL SOLUTIONS, LLC TO
DEBTOR'S MOTION TO SELL PROPERTY**

The relief set forth on the following pages, numbered two (2) through four (4), is hereby
ORDERED.

DATED: August 25, 2022



Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

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Debtor: Lori Kim Andrews Jones a/k/a Lori-Kim Andrews a/k/a Lori-Kim Victa
Case No.: 21-16020 (ABA)
Title: Consent Order Resolving the Limited Objection and Reservation of Rights of National Financial Solutions, LLC to Debtor's Motion to Sell Property

THIS MATTER having been brought before the Court by the Debtor's Motion to Sell Property (Dkt. NO. 57) (the "Motion") seeking authorization to sell the real property located at 308 North Clarendon Avenue, Margate, NJ 08402 (the "Real Property"), and the Limited Objection and Reservation of Rights of National Financial Solutions, LLC to Debtor's Motion to Sell Property (the "Limited Objection") (Dkt. No. 62), and counsel for National Financial Solutions, LLC (Inez M. Markovich, Esq.), counsel to Regency Account LLC (Holly Miller Smith, Esq), and counsel for the Debtor (Andrew B. Finberg, Esq.) having reached an amicable resolution of the matter; and the Court having considered the representations made by the parties; and for good cause shown,

IT IS on this ____ day of _____, 2022,

ORDERED as follows:

1. The Debtor is authorized to sell the Real Property on the terms and conditions of the contract of sale pursuant to 11 U.S.C. §§ 363(b) and 1303.
2. The proceeds of sale must be used to satisfy the liens on the real property unless the liens are otherwise avoided by court order. Until such satisfaction the real property is not free and clear of liens.
3. In accordance with D.N.J. LBR 6004-5, the Notice of Proposed Private sale included a request to pay the real estate broker and/or debtor's real estate attorney at closing.

Therefore, the following professional(s) may be paid at closing:

Name of professional: Lydia Lewis

Amount of be paid: 6% of the sales price

Services rendered: Realtor Services

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4. Other closing fees payable by the Debtor may be satisfied from the proceeds of sale and adjustments to the price as provided for in the contract of sale may be made at closing.
5. The amount of \$ 0 claimed as exempt may be paid to the Debtor.
6. The ☐ *balance of proceeds* or the ☐ *balance due on the debtor's Chapter 13 Plan* must be paid to the Chapter 13 Trustee in the Debtor's case, except as stated in Paragraph 9 below.
7. A draft HUD-1 or ALTA settlement statement (the "Settlement Statement") shall be provided to National Financial Solutions, LLC ("NFS") and Regency Account LLC ("Regency") for review and approval at least 3 days prior to closing, and a copy of the executed Settlement Statement must be forwarded to the Chapter 13 Trustee 7 days after closing.
8. ☐ The debtor must file a modified Chapter 13 Plan not later than 21 days after the date of this order.
9. Other provisions:
 - 1) NFS shall receive \$150,000.00 from the sale of the Real Property in satisfaction of its secured claim, provided that the closing of such sale occurs, and NFS receives \$150,000.00, no later than September 16, 2022. Payment of \$150,000.00 to NFS shall be displayed on the Settlement Statement and shall be paid in full at closing via wire transfer directly from the title company to NFS as per the wiring instructions provided to the title company by NFS. In the event sale of the Real Property does not occur on or before September 16, 2022, NFS's agreement to accept \$150,000.00 in satisfaction of its claim secured by the Real Property shall automatically become null and void, and NFS shall be entitled to exercise any and all of its rights and remedies with respect to the Real Property, including,

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- but not limited to, (i) seeking relief from the automatic stay to foreclose on the Real Property upon the filing of a certification of NFS's counsel stating that NFS failed to pay \$150,000.00 to NFS in accordance with the provisions of this order, and Debtor agrees not to oppose NFS's efforts to obtain stay relief and/or foreclose on the Real Property, and (ii) collecting the full amount of obligations owed by the Debtor to NFS and secured by the Real Property, including, but not limited to, all late charges, interest rate at the default rate; and legal fees and costs incurred by NFS, as shall be determined in accordance with the applicable loan documents.
- 2) The full balance of \$250,000.00 due to Regency per the Settlement Agreement dated March 23, 2022 (the "Settlement Agreement") shall be paid at closing via wire transfer in accordance with paragraph 2(a)(i) of the Settlement Agreement and shall be displayed on the Settlement Statement.

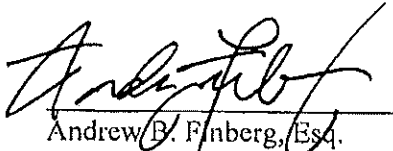
[Consent Signature Page Follows]

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The undersigned consent and agree
to the entry of this Stipulation and Consent Order:

Law Offices of Andrew B. Finberg, LLC

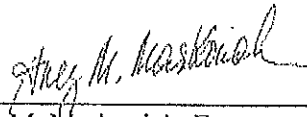
MCCARTER & ENGLISH, LLP



Andrew B. Finberg, Esq.
525 Route 78 South, Suite 200
Marlton, NJ 08053
Telephone (856) 988-9055
Email: andy@sjbankruptcylaw.com

Counsel for Debtor

Dated: August 23, 2022



Inez M. Markovich, Esq.
1600 Market Street, Suite 3900
Philadelphia, PA 19103
Telephone (215) 979-3854
Email: imarkovich@mccarter.com

Counsel for National Financial Solutions, LLC

Dated: August 23, 2022

Gellert Scali Busenkell & Brown, LLC



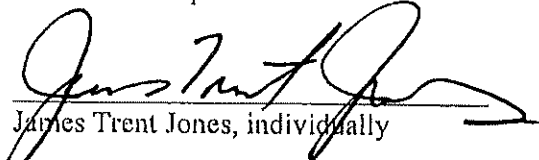
Holly S. Miller, Esq.
8 Penn Center
1628 John F. Kennedy Boulevard, Suite 1901
Philadelphia, PA 19103
Telephone: (215) 238-0012
Email: hsmith@gsbblaw.com

Counsel for Regency Account LLC

Dated: August 23, 2022

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The undersigned acknowledges that he has reviewed the foregoing consent order and, in his capacity as the non-debtor holder of a tenancy-by-the-entirety interest in the Real Property, consents to its provisions.


James Trent Jones, individually